

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE ARCHITECT'S PROJECT REPRESENTATIVE

AIA DOCUMENT B352

Recommended as an Exhibit When an Architect's Project Representative is Employed

1. GENERAL

1.1 The Architect's Project Representative shall be stationed at the site and shall be responsible for assisting the Architect in the administration of the Contract. Through the observations of the Project Representative, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work. Apart from such further protection, the rights, responsibilities and obligations of the Architect as described in the Agreement Between the Owner and Architect shall not be modified by the furnishing of such Project Representative.

1.2 Communications by the Architect's Project Representative relating to administration of the Contract shall in general be restricted to the Architect and Contractor. The Project Representative shall communicate with the Owner and Contractor under the direction of the Architect and with the Architect's full knowledge. The Project Representative shall not communicate with Subcontractors or material suppliers except with the full knowledge and approval of the Contractor and Architect.

2. DUTIES AND RESPONSIBILITIES

The Project Representative shall:

2.1 Perform on-site observations of the progress and quality of the Work as may be reasonably necessary to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in conformance with the Contract Documents or requires special inspection or testing.

2.2 Monitor the Contractor's construction schedules on an ongoing basis and alert the Architect to conditions that may lead to delays in completion of the Work.

2.3 Receive and respond to requests from the Contractor for information and, when authorized by the Architect, provide interpretations of Contract Documents.

2.4 Receive and review requests for changes by the Contractor, and submit them, together with recommendations, to the Architect. If they are accepted, prepare Architect's Supplemental Instructions, incorporating the Architect's Modifications to the Contract Documents.

2.5 Attend meetings as directed by the Architect and report to the Architect on the proceedings.

2.6 Observe tests required by the Contract Documents. Record and report to the Architect on test procedures and test results; verify testing invoices to be paid by the Owner.

2.7 Maintain records at the construction site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data, and similar submittals; supplementary drawings, color schedules, requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.

2.8 Maintain a log book of activities at the site, including weather conditions, nature and location of Work being performed, verbal instructions and interpretations given to the Contractor, and specific observations. Record any occurrence of Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and time and purpose of their visit.

2.9 Assist the Architect in reviewing Shop Drawings, Product Data and Samples. Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been approved by the Architect. Receive and log Samples required at the site, notify the Architect when they are ready for examination and record the Architect's approval or other action: maintain custody of approved Samples.

2.10 Observe the Contractor's record copy of the Drawings, Specifications agenda, Change Orders and other Modifications at intervals appropriate to the stage of construction and notify the Architect if any apparent failure by the Contractor to maintain up-to-date records.

2.11 Review Applications for Payment and forward to the Architect with recommendations for disposition.

2.12 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Review the Work. If the list is accurate, forward it to the Architect for final disposition; if not, so advise the Architect and return the list to the Contractor for correction.

2.13 Assist the Architect in conducting inspections to determine the date or dates of substantial completion and the date of final completion.

2.14 Assist the Architect in receipt and transmittal to the Owner of documentation required of the Contractor at completion of the Work.

3. LIMITATIONS OF AUTHORITY

The Architect's Project Representative, in acting on behalf of the Owner, shall not exceed the authority of the Architect under the Agreement Between the Owner and Architect. The Project Representative shall NOT:

3.1 Authorize deviations from the Contract Documents.

3.2 Approve substitute materials or equipment except as authorized in writing by the Architect.

3.4 Personally conduct or participate in tests or third party inspections except as authorized in writing by the Architect.

3.2 Assume any of the responsibilities of the Contractor's superintendent or of the Subcontractors.

3.5 Expedite the Work of the Contractor.

3.6 Have control over the charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.7 Authorize or suggest that the Owner occupy the Project in whole or in part.

3.8 Issue a Certificate for Payment or Certificate of Substantial Completion.

3.9 Prepare or certify to the preparation of a record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications.

3.10 Reject Work or require special inspection or testing except as authorized in writing by the Architect.

3.11 Accept, distribute, or transmit submittals made by the Contractor that are not required by the Contract Documents.

3.12 Order the Contractor to stop the Work or any portion thereof.

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